

Zinota MIS Software Agreement

This Software Development Agreement (referred to as the “**Software Development Agreement**” throughout) states the terms and conditions that shall govern the contractual agreement between **Zinota Software Division** (the “**Developer**”), having its principal place of business at 44/5, 1st Floor, Nehru Nagar (W) Bhilai, Distt. Durg, Chhattisgarh and **M J College** (the “**Client**”), having its principal place of business at Kohka Junwani Road, Opposite CSEB SubStation, PO- Supela, Bhilai, Distt. Durg, Chhattisgarh, entered **11-05-2017**, who agrees to be bound by the terms of the Agreement.

The Client has conceptualized the deliverables (the “**Software**”) - which are described in further detail and the Developer is a contractor with whom the Client has come to an agreement to develop the Software.

In consideration of the mutual discussions and promises made by both the parties regarding this Software Development Agreement, the Developer and the Client (individually, a “**Party**”, and collectively, “**Parties**”) agree to the following terms:

1. Developer’s duties

The Client hereby engages the Developer and the Developer agrees to be engaged by the Client to develop the Software in accordance with the specifications The Developer shall complete the development of the Software according to the milestones described. In accordance with such milestones, the final product shall be delivered to the Client by date: 16-01-2018.

The Client may terminate this Software Development Agreement at any time upon material breach of the terms herein and failure to resolve such a breach within 30 days of notification of such a breach.

The Developer shall provide to the Client after the Delivery Date, at least 15 days of training with respect to the operation of the Software if requested by the Client. Following Scope of work decided:

A. Academics:

With a pre-created form and easy to use form builder, college can easily create their admission form and start collecting admission enquiries.

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With a single click, enquiries can be converted into admissions, automatically transferring all the captured data into the corresponding student's profiles.

B. Attendance:

Teachers can enter attendance records both day wise or subject wise and keep parents informed through automatic alerts.

Teachers can easily generate attendance reports to track a child's attendance and percentage.

In the Attendance section a user can see their attendance easily.

C. Time Table:

In the Time Table section a user can see the daily class schedule.

D. Portals:

1. Admin

The admin can do After Login process the following:

- Add Teacher include (Modify/Delete).
- Add Student include (Modify/Delete).
- Add Parent include (Modify/Delete).
- Add Class include (Modify/Delete).

2. Student

The student can do After Login process the following:

- View Personal Information.
- View Timetable.
- View Courses Marks.
- View Personal Details.

3. Teacher

The Teacher can do After Login process the:

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- Add Attendance including (their Marks).
- Student's Marks.
- Modify or delete marks.

E. Apps

In the dashboard a user can track their progress as well stay up to date with the college curriculum.

In the Classes section a user can see the subjects they have to attend and projects/study material/tutorials of the selected subject.

F. Examination

It is a system serving the student and the teacher and parents This electronically where it will be the work of a Web application, The idea of this system to enable the student to enter the site and get a midterm marks and final exams given by the college and also the work of electronic tests through which to test himself and make himself ready for the exams at college and also keep pace with all that is happening again in the college in general

G Fee Management

Automate all operational functions like fees, Attendance, Exam Management. Automatic generation and regeneration of timetables with dynamic substitute management.

H. Financial Account

Full accounts for the college system, budget and profit, then cash in exchange, special permission Automotive Exchange cash, Then a special cash disbursement books, special permission cash disbursement activities, then the supply of cash in, then the supply of cash and special transportation, special permission monetary supply written permission special cash supply activities, Also for the exams can teacher.

2. Delivery

The Software shall function in accordance with the Specifications on or before the Delivery Date.

1. If the Software as delivered does not conform with the Specifications, the Client shall within [Time frame] of the Delivery Date notify the Developer in writing of

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the ways in which it does not conform with the Specifications. The Developer agrees that upon receiving such notice, it shall make reasonable efforts to correct any non-conformity.

2. The Client shall provide to the Developer written notice of its finding that the Software conforms to the Specifications within [Time frame] days of the Delivery Date (the "**Acceptance Date**") unless it finds that the Software does not conform to the Specifications as described in Section 2.1 herein.

3. Compensation

As compensation for the Service, the Client shall pay the Company at the rate of [Rate] per hour (the "Hourly Rate"), with a maximum total fee for all work under this Software Development Agreement of [Maximum total fee]. Fees billed under the Hourly Rate shall be due and payable upon the Developer providing the Client with an invoice. Invoices for work completed by the developer will be provided once every [Pay period].

4. Intellectual property rights in the software

The Parties acknowledge and agree that the Client will hold all intellectual property rights to the Software including, but not limited to, copyright and trademark rights. The Developer agrees not to claim any such ownership in the Software's intellectual property at any time prior to or after the completion and delivery of the Software to the Client.

5. Developer warranties

The Developer agrees to the following warrant conditions:

1. Development and delivery of the Software under this Agreement are not in violation of any other agreement that the Developer has with another party.
2. The Software will not violate the intellectual property rights of any other party.
3. The Software shall operate according to the Specifications. If the Software malfunctions or in any way does not operate according to the Specifications within that time, then the Developer shall take any reasonably necessary steps to fix the issue and ensure the Software operates according to the Specifications.

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6. Applicable law

This Software Development Agreement and the interpretation of its terms shall be governed by and construed in accordance with the laws of the State of Chhattisgarh and subject to the exclusive jurisdiction of the state courts located in Chhattisgarh, India.

IN WITNESS WHEREOF, each of the Parties has executed this Software Development Agreement, both Parties by its duly authorized officer, as of the day and year set forth below.

Zinota Software Division

[Developer]

A handwritten signature in blue ink, appearing to read "Narayan Singh", written over a horizontal line.

Signature

M.J. College

[Client]

A handwritten signature in blue ink, appearing to read "Wouberry", written over a horizontal line.

Signature